



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5841

This contract entered into this 20th day of July 2020, by Emergency Training Systems, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 20, 2020 through July 19, 2021 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal LBS-1082 dated April 22, 2020:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated May 20, 2020, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated July 16, 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: [Signature]
(Signature)
Judy Wood
(Printed Name)
Title: President

PURCHASING AGENCY:
By: [Signature]
(Signature)
LeeAnne Beatty Smith
(Printed Name)
Title: Buyer Senior, JMU



**RFP # LBS-1082 Campus Events Emergency Medical Services Provider
Negotiation Summary for Emergency Training Systems, Inc.**

7/16/20

1. Parties agree that this Negotiation Summary modifies the Contractor’s initial response to RFP# LBS-1082 and that in the event of conflict this negotiation summary shall take precedence.
2. Contract Pricing:

| Event Medical Services*- hourly rates include all equipment, supply, travel and miscellaneous costs. No additional costs shall apply. | Hourly Rate |
|--|--------------------|
| ALS Ambulance- one (1) ALS provider, one (1) BLS provider, and all equipment and supplies | \$125/hour |
| Utility Terrain Vehicle (UTV) Medical Transport Cart- one (1) ALS provider, one (1) BLS provider, and all equipment and supplies | \$110/hour |
| Walking Team- two (2) providers and all equipment and supplies | \$100/hour |
| First Aid Station- one (1) provider and all equipment and supplies | \$50/hour |
| Bike Team- two (2) providers and all equipment and supplies | \$100/hour |
| One (1) EMS Provider- all equipment and supplies | \$50/hour |
| EMS Operations Field Supervisor | \$60/hour |
| EMS Group Leader- in the Unified Command Post | \$65/hour |
| Mobile Medical Care Center- one (1) trailer and all equipment and supplies | \$50/hour |
| Pre-Event Organizational Meetings | No cost |
| * all rates require a minimum of four (4) hours per event/per resource | |

3. Contractor shall provide Purchasing Agency with the following primary contacts:

Administrative: Judy Wood- Owner/President
804-512-0921
ETSInformation@aol.com



**RFP # LBS-1082 Campus Events Emergency Medical Services Provider
Negotiation Summary for Emergency Training Systems, Inc.**

7/16/20

Operational: Ian Bennett
540-820-1255

The Purchasing Agency shall be given advance notice (*whenever possible*) of any reassignments to individuals serving in these roles.

4. Invoicing:
 - a. shall occur upon successful completion of services and no more than once per month unless otherwise mutually agreed upon.
 - b. shall include an itemized breakdown of costs in accordance with contract pricing.
 - c. shall be sent to acctspayable@jmu.edu
5. The Purchasing Agency will make payment within thirty (30) days of the *receipt* of a valid invoice.
6. All Contactor employees shall wear uniforms during the course of providing services to the Purchasing Agency that are highly visible to the public and that identifies them as a medical services provider.
7. Contractor shall not invoice patients for onsite medical treatment or for transport to another medical facility.
8. Contractor agrees to use Veoci emergency management software to log incidents during an event. The Purchasing Agency is responsible for providing the Contractor with access to Veoci.
9. Contractor agrees to provide a post-event report to the Purchasing Agency no later than 24 hours after each event. The post-event report shall include at a minimum the number and types of incidents, actions taken, and a breakdown of resource allocation and hours logged by each resource.
10. Contractor hereby rescinds the confidentiality of its entire proposal dated May 20, 2020.

REQUEST FOR PROPOSAL
RFP# LBS-1082

Issue Date: 4/22/20
Title: Campus Events Emergency Medical Services Provider
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM EST on May 20, 2020 for Furnishing The Services Described Herein.

THERE ARE TWO (2) OPTIONS FOR SUBMITTING PROPOSALS:

1) Sealed proposals may be mailed, express mailed, or hand delivered directly to the issuing agency shown above or 2) Offerors must email LeeAnne Beatty Smith (smith2LB@jmu.edu) no later than May 15, 2020 with their intent to submit a proposal electronically and provide the name and email address of the individual that will be submitting the electronic proposal. Instructions will be provided by email giving the provided contact access to a SharePoint drive, which will be accessible until 2:00 PM on May 20, 2020 . Thereafter, the SharePoint drive will become inaccessible to the offeror. *Do not send proposals directly to LeeAnne Beatty Smith smith2LB@jmu.edu as they will be rejected.*

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Emergency Training Systems, Inc.

P.O. Box 1139

Mechanicsville, VA 23111

Date: 5/20/2020

Email Address: ETSInformation@aol.com

By:

Judy Wood
(Signature in Ink)

Name: Judy Wood

(Please Print)

Title: President

Phone: 804-512-0921

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES; NO; *IF YES* ⇒ SMALL; X WOMAN; MINORITY *IF MINORITY*: AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Campus Events Emergency Medical Services Provider

James Madison University
RFP# LBS-1082

Confidential Proposal

Submitted by:



Emergency Response Services Proposal
James Madison University
RFP#LBS-1082
Submitted by:
Emergency Training Systems, Inc.

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Introduction

Emergency Training Systems, Inc. (ETS) is pleased to submit this proposal to provide emergency medical coverage for events at James Madison University. Based on the information provided in the RFP, we can provide all the services requested without using any sub-contractors.

Emergency Training Systems, Inc. (ETS)

Emergency Training Systems, Inc. (ETS) is a Virginia based corporation that started training emergency response teams at industrial sites in 1986. The company has since expanded and grown into a full-service emergency response company with five divisions. Areas of expertise include training; staffing emergency responders at industrial sites; staffing municipal fire and EMS agencies; providing emergency response equipment for events; assisting with planning and consulting for events; and providing emergency response teams for special events.

ETS Special Events Division provides medical standby coverage at events such as concerts, festivals, and sports events throughout Virginia. We currently have standing contracts with Meadow Event Park, Richmond International Raceway and the Raceway Complex, Martinsville Speedway and South Fork Competition Park. We also provide services for many other individual events such as the Sports Backers running events, REV 3 bike and triathlon events, the Foxfield horse races and many other events held at various locations throughout Virginia.

Emergency Training Systems, Inc. draws from a pool of more than 180 highly qualified full and part-time employees. The average level of experience of our staff is more than 10 years. All our employees work as professional emergency responders with active fire and EMS agencies. They each bring a wealth of knowledge and experience working at special events. Their understanding of the unique environment is invaluable when dealing with critical decision making during an emergency involving large crowds and athletes. They understand the need for quick decision making and actions that will provide the best patient care, cause the least disruption to the event, and maintain a good working relationship with the team doctors, coaches, and trainers.

We take pride in knowing that we only provide top-quality personnel at every event. Our providers will consistently display a professional attitude and a positive image. They understand our company's expectation to always operate with an elevated concern for outstanding customer service and act as ambassadors for the organizations we work for.

ETS is an equal opportunity company and is proud to provide a diverse employee work force. Under the leadership of Judy Wood, ETS was certified by the Commonwealth of Virginia in 2011 as a Small, Women and Minority (SWaM) owned company. Certification number 701303.

Some of our past and present clients include:

| | |
|--|---------------------------------|
| Collegiate School Sports events | REV3 Triathlon and bike events |
| Cap2Cap bike event | Richmond Raceway Complex |
| Foxfield horse races | River City Sports Complex |
| Ironman Triathlon | Spartan Races |
| Martinsville Speedway NASCAR races | Sports Backers races and events |
| Meadow Event Park/State Fair of Virginia | South Fork Motorsports Park |
| National Field Hockey Championships | Tough Mudder running events |
| National Lacrosse Championships | Virginia Motorsports Park |

Scope of Services

RFP page 3; A, 1. - Home Football Games: ETS will provide two or three (based on anticipated crowd size) state certified Advanced Life Support (ALS) ambulances with two person crews. One ambulance will be committed to the activities on the field, players, coaching staffs, officials, and staff supporting the game. The other unit(s) will be staged at identified locations to provide aid to the spectators in the stands and parking area adjacent to the stadium.

ETS will also provide an adequate number of walking teams and extrication teams based on the anticipated crowd size to assure a 2 minute or less response to any incident, 90% of the time. The location of our teams will be dictated by crowd size and anticipated need for service. We would like to see where responses have occurred in the past and discuss the history of incidents to properly place resources.

We will staff the first aid stations with at least one EMT or more based on the previous history. The provider(s) in the first aid stations will be capable of providing minor treatments, initiating emergency care for life-threatening issues and dispense over-the-counter medications if appropriate.

We will assign an experienced Incident Commander to be present in the Unified Command Center and an experienced Field Operations Manager to oversee all response activities and be available to respond to the scene of any major or complex incident. The third EMS command staff member will be our Logistics Officer. Based on the size of the event and the amount of resources on site, the Logistics Officer may be on-site and/or will oversee the pre-planning and delivery of supplies and equipment.

We anticipate having resources in place and ready to operate early enough to cover the adjacent parking lots for tailgating and at least one hour before the gates open to cover the stadium. We can also provide bike teams and/or custom-built patient transport UTV carts if needed to properly support the parking lot or any other special outside activities.

We feel that the key to providing effective coverage and response is directly related to pre-event planning and communication. We expect to meet well before the season starts to discuss your thoughts and provide our input. We would also appreciate the opportunity to periodically meet with the stakeholders to assure we are meeting your expectations and work through any potential issues prior to gameday.

RFP page 3; A, 2. – Home Men’s and Women’s Basketball Games – It is my understanding we will need to provide two ALS ambulances with staff to meet the NCAA requirements. One assigned to the players, coaches’ staff, and officials. The other unit will be staged in a strategic location to assist spectators. Depending on the expected crowd and access, we may also staff one or two walking teams to assure we can meet the demand for service and the two-minute response time. We can provide a separate person to act as the EMS liaison with the other members of the public safety team or we can utilize one of our providers staffing the ambulance based on the anticipated attendance.

RFP page 3; A, 3,4,5 & 6. - Commencement Ceremonies; Postseason Competitions; Concerts; and other Special Events: Based on factors such as indoor or outside activities, weather, and the number of participants and attendees, we will have an appropriate number of ambulances, walking Teams, and resources to meet the anticipated medical needs of each event. We have the flexibility and resources to handle any indoor or outside event.

RFP page 3; A, 3,4,5 & 6. - Commencement Ceremonies; Postseason Competitions; Concerts; and other Special Events (continued)

Our plan is to dedicate one ambulance that will remain in the local area to handle all the small events and bring in additional units when needed for the larger events. We will have two ambulances stationed in Harrisonburg or in close proximity to the university during basketball season.

RFP page 3; B. – Company experience: ETS has provided EMS services for some of the largest events in Virginia over the past 13 years. We have provided coverage for all the NASCAR races at Richmond Raceway and Martinsville Speedway. Since 2009, ETS has been the EMS provider for the State Fair of Virginia that draws about 250,000 people during the 10 day event.

Other large events we support include the REV3 Triathlons that draw about 2,000 participants. We provide coverage for the Cap2Cap bike event that includes three courses of 100 miles, 50 miles and 25 miles at the same time. We provide the EMS coverage for the high school National Field Hockey and Lacrosse Championships and many large bike and running events sponsored by Sports Backers in Richmond, Virginia.

Members of our management team have provided medical operations, logistics, and event management for many large events throughout the state. Ian Bennett, our proposed JMU Local Liaison and EMS Event Manager, recently retired as the Fire Chief from the Harrisonburg Fire Department. He has been involved in developing the emergency response plans for JMU and has worked in the Unified Command Center for every football game since moving into the stadium.

Ben Sojka and Dayton Haugh have spent more than 20 years working with the Charlottesville-Albemarle Rescue Squad and UVA to provide EMS coverage for many large events on campus including football games, graduations and concerts. One of our supervisors, Cynthia Patterson has worked as an EMS Supervisor for years at many UVA and JMU events. Steve Wood, owner and Vice President has developed EMS response plans for many venues and presently serves as the EMS Manager for Richmond Raceway, Martinsville Speedway, Meadow Event Park and the State Fair of Virginia.

Having worked many special events over the last 20+ years, we recognized the importance of providing special training to our providers to handle incidents quickly and with minimal disruption of the event. Each of our providers understands the difference between treating a patient “on the Street” vs. a sports venue with large crowds and TV cameras. They also understand the role of the trainers and team physicians in making patient treatment decisions.

EMS Equipment and Supplies – ETS has a cache of equipment that is only used to support special events. We also have made arrangements to supplement our inventory of equipment with local resources if necessary. Below is a partial inventory of EMS equipment that we have available.

- 8 Virginia State Certified ALS Ambulances
- 6 Custom built UTV carts with full size stretchers
- 1 Logistics UTV
- 1 Supervisor golf cart
- Over-the Counter drugs and an AED on every UTV, Golf cart and logistics unit
- 8 Bikes set up for EMS response
- 12 Walking bags with first response EMS supplies

RFP page 3; B. – Company experience (Continued)

- 3 Five-Bed Portable Medical Care Centers with Heat, A/C and lights
- 2 Mobile Care Center Trailers
- 8 Enclosed Tents to use for temporary First Aid Stations
- 3 Equipment and Supplies to set up Medical Care Centers
- 6 Equipment and Supplies to set up First Aid Stations
- 1 Mass Casualty Kit
- 24 Portable Radios with Headsets, Ear Buds, and chargers
- 1 Self-contained Misting Fan Trailer with 6 Fans
- 4 Free-Standing Misting Fans

RFP page 3; C. – Contact information:

Administration: Judy Wood
Owner/President
804-512-0921 Cell
ETSInformation@aol.com

Operations: Steve Wood
Owner/Vice President
804-512-0911 Cell (24/7)
SWood0911@aol.com

Billing Address: P.O. Box 1139
Mechanicsville, VA 23111

Physical Address: 10012 Meadow Pond Dr.
Mechanicsville, VA 23116

RFP page 3; D – Staff Qualifications:

Below you will find a short Bio for each of the ETS key role players that will be providing services at JMU. Additional resume and specific certification documentation are available upon request.

Judy Wood – President and Chief Administrator

Judy spent 26 years working in a doctor's office. She started as a Medical Technician and worked her way up to managing a large medical practice. In 2011, she took over as the president of ETS and handles all the administrative functions of the company. She oversees scheduling, procurement, billing, marketing, finances, internal communications, and HR duties. In addition to her administrative role, she also manages the logistics for large events such as the State Fair and is a certified EMT and experienced EMS provider.

If we are chosen to provide your services, she will be the primary contact for all correspondence and billing.

RFP page 3; D – Staff Qualifications (continued)

Steve Wood – Contract Oversight, Event Planning and Coordination

Steve Wood retired with 35 years of service to the Henrico County, Division of Fire. He retired as a Battalion Chief. During his tenure, he served in a variety of positions including firefighter/Paramedic, Instructor, Lieutenant, Captain and Fire Marshal. He was instrumental in forming the regional Hazardous Material Response Team, the regional Technical Rescue Team, the Mass Casualty Management Team, and the Special Events Management Team. He was heavily involved in the planning and management of many large events held in Henrico County and other jurisdictions in central Virginia.

Steve founded ETS in 1986 to provide training to industrial response teams. In 2007 the company branched out to provide medical coverage for special events. He has done consulting and provided written Emergency Response and Incident Management Plans for many different events and organizations. Steve is currently an EMT and holds certifications in a variety of Incident Management and safety disciplines.

If we are successful in securing the contract to provide your medical services, Steve will be the primary contact to meet and discuss expectations, details of the contract and work with the JMU point-of-Contact to develop a plan to assure a smooth transition. He will coordinate the ETS Management Team and serve as the initial Point-of Contact.

Ian Bennett – Local ETS Liaison/EMS Event Manager

Ian retired as the Fire Chief and Emergency Management Coordinator for the City of Harrisonburg, Virginia on April 1, 2020 after 32 years of experience in the fire service. He holds a Bachelor of Science degree from James Madison University and completed the Executive Fire Officer program through the National Fire Academy. He has over 12 years of experience working events with James Madison University as a Chief Fire Officer with the Harrisonburg Fire Department, including football games and graduation activities.

Ian Bennett continues to live in Harrisonburg and now works full-time as the National Local Assistance State Team Coordinator for the National Fallen Firefighters Foundation, coordinating several programs to assist families and Fire Departments that experience a Firefighter Line of Duty death.

Steve and Ian have worked on many projects together over the last 20+ years. If our company is chosen to provide the medical coverage, Ian has agreed to act as our Local Liaison and ETS Event Manager since he knows all the stakeholders, the plans and the history. During football games he will continue to serve in the Unified Command Center representing ETS.

Ben Sojka – Logistics Officer

Benjamin Sojka is a graduate of the University of Virginia School of Architecture, is a Virginia state certified Paramedic and has completed coursework at the National Fire Academy and the Emergency Management Institute. His focus included studies in Advanced Leadership of Emergency Medical Services; Special Event Operations Response; and Command and Control of Major Incidents. He holds all required FEMA certifications for a Chief Officer.

RFP page 3; D – Staff Qualifications (continued)

He was a Firefighter Specialist with the City of Charlottesville Fire Department as well as the Operations Chief at the Charlottesville-Albemarle Rescue Squad (C-ARS) for eleven years. He founded the Special Event Team at C-ARS in 1999 and is the co-founder of Special Event Medical Management as a joint effort between C-ARS and the University of Virginia Health System.

Benjamin has provided planning, logistics and management at both the operational level and command level in the Charlottesville area and the University of Virginia since 1997. He authored and oversaw implementation of EMS plans for Scott Stadium, John Paul Jones Arena and many large on-campus events including multiple concerts held at Scott Stadium.

Benjamin has provided logistics management for events at the Richmond International Raceway, the Meadow Event Park and several Virginia Rescue Challenge Competitions. He provided logistical support and equipment for the response to the Unite the Right Rally in Charlottesville in August of 2017. Benjamin has taught incident response and logistics management for emergency services in several states up and down the east coast.

If ETS is selected to provide JMU with medial services, Benjamin will head up our Logistics section and assure the proper resources are available for all events. He will also be available to take on operation management roles if needed.

Dayton Haugh – Event Supervisor

Dayton has 38 years' experience in Fire and Emergency Medical Services (EMS) and was Chief of the Charlottesville – Albemarle Rescue Squad for 22 years. In addition to planning, reviewing plans, and managing coverage for large public events, like football games and college graduations, he has helped review, test and implement incident tracking software programs in coordination with local engineering students for use at such events.

Over the years Haugh has provided EMS Command and/or Operational and Communications Support for a wide-range of events, including University of Virginia Football, University of Virginia Basketball, University of Virginia Graduation, Foxfield Races Steeplechase, Presidential and candidate visits, Congressional delegation visit, Tough Mudder competition, and supported the Charlottesville 10-miler, Charlottesville Marathon, Belmonte 25k, 50k and 50m foot races, Ultra Race of Champions 25k, 50k and 100k foot races, Devil's Backbone Bicycle events and Mountain Mama Road Bike Challenge through Virginia and West Virginia.

He is currently certified in Virginia as an Emergency Medical Technician – Intermediate and as an EMS Education Coordinator. He was previously appointed to the Virginia Governor's Emergency Medical Services Advisory Board and has served on the Albemarle-Charlottesville-UVA Emergency Communications Center Management Board.

Cynthia Patterson – Event Supervisor

Cynthia has been providing Emergency Medical Services to the public since 2001. She is a life member of the Charlottesville-Albemarle Rescue Squad which she joined in 2001. She rose through the ranks obtaining her EMT-Intermediate certification and was promoted from Crew Captain to Duty Officer in 2008. She has served on both the membership and clinical review and training committees for the agency.

RFP page 3; D – Staff Qualifications (continued)

She has worked for Madison County Emergency Medical Services since 2008 and has also been employed by the University of Virginia Health System since 2005 working in Special Event Medical Management where she has served in all rolls including command staff and the operational manager. She began providing services at a variety of events at James Madison University through SEMM beginning in 2011 through the spring of 2020. Cynthia is a Designated Infection Control Officer, maintains several FEMA ICS certifications and is a Firefighter II in the Commonwealth of Virginia.

Dr. Robert Powell – ETS Operational Medical Director (OMD)

ETS has a very well-known Richmond based Physician serving as our Operational Medical Director (OMD). Dr. Robert Powell has been practicing medicine for more than 35 years. He works full-time at St. Mary's hospital in the Emergency Department. He is a co-principle partner in the company that provides doctors to work in the Emergency Department. He is or has been the OMD for several organizations such as Henrico Fire, Hanover Fire & EMS, East Hanover Rescue Squad, Ashland Rescue Squad, Virginia Air National Guard and Kings Dominion. He has been our Medical Director since 2007.

Dr. Powell has been directly involved with oversight and management of the medical needs of several large events including NASCAR races, several large concerts, the State Fair, Tough Mudder running events and many other events in the Richmond area.

Medical Providers– ETS will provide at least one ALS provider on every ambulance with an EMT driver. Walking Teams, Bike Teams and Extrication Teams will be staffed by a combination of EMTs and ALS providers. First Aid Stations will be staffed by EMTs or ALS providers. All of our providers hold at least EMT certification and about half of our providers are ALS certified. ETS Minimum qualifications requires providers to have at least 2 years of field experience, NIMS certification, CPR/AED and our in-house Orientation class on EMS Operations at Special Events. We have available and will occasionally use Registered Nurses, Mid-level Providers (NP and PA) and Physicians to staff the Medical Care Centers for high risk events or when required by contract.

RFP page 3;E Collaboration – We feel it is important for us to learn as much about the plans and systems that are already in place and have been utilized in the past during your events. Through discussion and analysis of incidents at your past events, we will attempt to identify if there are any areas of weakness and offer suggestions to improve any deficiencies. We feel that if the plans that are already in place are working as expected, there should be no reason to make a change but, if there is room for improvement we will help identify options that will provide a better plan.

As we have noted in this document, we strive to provide a timely response to all incidents. Our goal is to have a qualified provider with equipment to every patient within two minutes of notification at least 90% of the time. To meet this goal, factors such as size of the venue, access routes, number of people present, activities taking place and availability of providers to respond all impact the end goal. Every venue and each event in the venue may impact our ability to meet the goal so it will be important for us to have an on-going discussion about the nuances of every event and identify any activities that will impact our response. Either Steve and/or Ian will be available to discuss the impact of any specific changes in your operations that may change our response plan.

RFP page 3; F Coordinating Response Protocols – Dr. Powell has established a set of medical and response protocols for our providers to use when treating patients. The protocols are based on best practice and established National, State and Regional practices. However, Dr. Powell has demonstrated flexibility in worked with physicians that provide specific patient care to athletes such as NASCAR, Tough Mudder and the Collegiate High School sports medicine staff. He has been particularly good with allowing an on-scene physician to direct our providers and to acknowledge treatment protocols that a team physician has in place for specific injuries such as head trauma as long as he feels it is in the best interest of the patient.

If we are the provider of choice, it will be important for Dr. Powell to meet with a representative of your Athletic Department medical staff to discuss any specific protocols that may deviate from what we have been providing and to assure we are following the same protocols.

Having worked with many knowledgeable and talented athletic trainers, we understand the importance of them being directly involved with treatment during an on-field or on-court injury and welcome the opportunity to work together to provide the best care for the athlete. Annually, we work with the trainers at one of our sites to practice on field treatment before the start of the football season. We found the discussion, the sharing of knowledge and the opportunity to work together under non-stressful conditions has payed off when dealing with injuries on gameday.

RFP page 3; G – Invoicing Process – An invoice will be sent electronically with a Purchase Order number within 48 hours after each event. Our terms are normally NET 30 days unless we agree on a variation. Outstanding invoices may be charged a 2% penalty for any outstanding debt every 30 days the invoice is outstanding.

We are investigating the possibility of using the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) option.

ETS will not charge additional fees, bill or submit insurance claims for patients that are transported to a medical facility.

Additional Information - Our plan is to dedicate one ambulance that will remain in the local area to handle all the small events and bring in additional units when needed for the larger events. We will have two ambulances stationed in Harrisonburg or in close proximity to the university during basketball season.

ETS will maintain patient care records following state guidelines and HIPPA requirements. We will share statistical data, non-medical information and any specific information about an incident that may need follow-up by the university within 24 hours following each event. All concerns such as damage to property or unsafe conditions such as potholes, trip hazards or broken stairs will be immediately relayed to our JMU gameday Point-of Contact.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years_13 Months 0

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE# |
|--|-------------------|---|--|
| Martinsville Speedway | 6 Years | 340 Speedway Rd. Ridgeway VA 24148 | Matt Brannock 276-226-6067 |
| Richmond Raceway | 5 Years | 600 E. Laburnum Ave. Richmond, VA 23222 | Jeff Hedrick 804-228-7519 |
| Meadow Event Park/State Fair of Virginia | 12 Years | 13191 Dawn Blvd. Doswell, VA 23047 | Marlene Pierson-Jolliffe 804-994-2802 |
| Sports Backers | 5 Years | 100 Avenue of Champions Richmond, VA 23230 | Megan Schultz 804-285-9495 |
| Collegiate School | 4 Years | 103 N. Moorland Rd. Richmond, VA 23229 | Will O'Brian 804-754-1555 |

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Emergency Training Systems, Inc. P.O. Box 1139 Mechanicsville, VA 23111

- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the **CODE OF VIRGINIA**, SECTION 2.2-3100 - 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Emergency Training Systems, Inc. Preparer Name: Steve Wood

Date: 5/20/2020

Is your firm a Small Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ___ No ___

If yes, certification number: _____ Certification date: _____

Is your firm a Woman-owned Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No ___

If yes, certification number 01303 Certification date: 11/4/2015

Is your firm a Minority-Owned Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ___ No ___

If yes, certification number: _____ Certification date: _____

Is your firm a Micro Business certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ___ No ___

If yes, certification number: _____ Certification date: _____

Instructions: Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Campus Events Emergency Medical Services Provider RFP# LBS-1082

Date Form Completed: 5/20/2020

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Emergency Training Systems, Inc
Firm

P. O. Box 113 Mechanicsville, VA 23111
Address

Judy Wood 804-512-0921
Contact Person/No.

| Sub-Contractor's Name and Address | Contact Person & Phone Number | SBSD Certification Number | Services or Materials Provided | Total Subcontractor Contract Amount (to include change orders) | Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU) |
|-----------------------------------|-------------------------------|---------------------------|--------------------------------|--|--|
| N/A | | | | | |
| | | | | | |
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(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

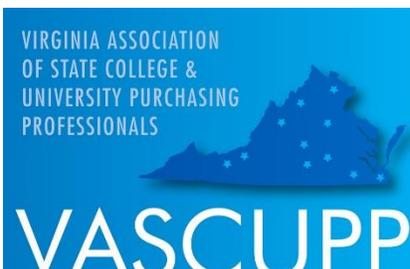


Request for Proposal

RFP# LBS-1082

**Campus Events Emergency Medical Services
Provider**

April 22, 2020



REQUEST FOR PROPOSAL

RFP# LBS-1082

Issue Date: 4/22/20
Title: Campus Events Emergency Medical Services Provider
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM EST on May 20, 2020 for Furnishing The Services Described Herein.

THERE ARE TWO (2) OPTIONS FOR SUBMITTING PROPOSALS:

1) Sealed proposals may be mailed, express mailed, or hand delivered directly to the issuing agency shown above or 2) Offerors must email LeeAnne Beatty Smith (smith2LB@jmu.edu) no later than May 15, 2020 with their intent to submit a proposal electronically and provide the name and email address of the individual that will be submitting the electronic proposal. Instructions will be provided by email giving the provided contact access to a SharePoint drive, which will be accessible until 2:00 PM on May 20, 2020 . Thereafter, the SharePoint drive will become inaccessible to the offeror. *Do not send proposals directly to LeeAnne Beatty Smith smith2LB@jmu.edu as they will be rejected.*

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By:

(Signature in Ink)

Name:

(Please Print)

Date:

Title:

Email Address:

Phone:

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY***: AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # LBS-1082

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract for a Campus Events Emergency Medical Services Provider for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia, that is part of the statewide system of public higher education in the Commonwealth. The university offers program on the bachelor's, master's, and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The university employs approximately 4,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU ATHLETICS:

The university sponsors an 18-sport intercollegiate athletics program that competes at the Division I level of the National Collegiate Athletic Association. JMU is also affiliated with the Colonial Athletic Association, of which it was a charter member in 1985, and with the Eastern College Athletic Conference.

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. All JMU home football games are currently broadcasted on national and regional television while 2-4 basketball games are annually broadcasted. The balance of games are streamed in HD over free MadiZone platform or a subscription to FloSports.

For women, the university offers programs in basketball, cross country, field hockey, golf, lacrosse, soccer, softball, swimming and diving, tennis, track and field (*indoor and outdoor*), and volleyball. Select events are broadcasted on national and regional television and FloSports, a subscription streaming service. Many of the remaining sporting events are also streamed in HD over MadiZone, a free online platform.

EMERGENCY MEDICAL SERVICES AT CAMPUS EVENTS:

JMU has a contract with the Virginia Health System – Special Event Medical Management (SEMM) for campus event emergency medical services that will terminate on June 5, 2020, due to the Contractor's reallocation of resources to other initiatives. This contract provided emergency medical support services for the following JMU events: all home football (*6-9 dates annually*); men's and women's basketball games (*approximately 30 games total*) including all post-season opportunities; select special athletic events; CAA & NCAA post-season events for all sports hosted on campus (*e.g. NCAA Softball Tournament, CAA Baseball Championship*); major university events such as winter and spring commencements; and other select events (*e.g. University Program Board Concert and other events where crowd or risk warrants coverage*).

Event emergency medical support was provided at different service levels dictated by a number of factors such as expected attendance, the nature of events and associated risk, visibility, and environmental/weather factors. The level of service needed for each event was determined by JMU Event Operations, Sports Medicine, and Public Safety in consultation with the Contractor.

ATHLETIC VENUES:

- A. Bridgeforth Stadium:
Bridgeforth Stadium seats approximately 25,000 and is used for Football Games, May Commencement, and other special events. The stadium has a fully functional command center (*unified command structure*) with representatives from all key stakeholders including the Emergency Medical Services Provider, two (2) first aid rooms, six (6) levels, and frequently mobilized EMS roaming patron areas as well as two (2) or three (3) EMS vehicles on-site.
- B. Convocation Center:
The Convocation Center seats approximately 6,500 and is used for commencement ceremonies and numerous other special events. The Convocation Center has a limited command center with no first aid rooms. An EMS vehicle is typically located just outside the door with staff positioned close to the vehicle but visible to the seating areas.
- C. Atlantic Union Bank Center
The Atlantic Union Bank Center (AUBC) is the new home of JMU Men's and Women's Basketball. This arena seats 8,500 patrons and will be used to host not only basketball game and tournaments, but also concerts, banquets, and a variety of special events. This building is two levels: event level and concourse level. The AUBC has a fully functional command center in the building and a first aid room on the concourse level.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University seeks to establish a partnership with an experienced firm(s) to provide emergency medical services and support at on-campus events to include football games, men's and women's basketball games, commencement ceremonies, and other special events as requested by the University. Services may include first aid room services, transport EMS services, walking EMS services, mobile unit EMS services, physician medical direction, and event supervisors for the Command Center. Contractor shall provide all necessary supplies to perform services, including the furnishing of all first aid rooms utilized by the Contractor.

The Contractor shall be fully licensed by the Commonwealth of Virginia Department of Health, Office of Emergency Medical Services (OEMS) to provide the stand-by emergency medical services. The Contractor shall be licensed for Advanced Life Support (ALS) in Emergency Ground Transport. At the request of the university, the Contractor shall attend and participate in event planning meetings held on campus including, but not limited to, pre-season Football and Basketball, commencement, concert, and other major special event meetings.

Written reports shall be maintained by the Contractor for all patients, including refusals, in accordance with the OEMS regulations. Medications stocked shall be kept in a secure environment and specific records of drugs administered shall be recorded in the written reports in

compliance with any applicable DEA/Board of Medicine policies on medication management and dispensing. Data reports shall be supplied to the University by the Contractor within 48 hours following each event and contain number of patients seen, refusals, and transports as well as an overview of injuries/illnesses.

Offerors shall address each of the following:

- A. Describe in detail your firm's plan to provide emergency medical services at the events listed below. Include a list of proposed personnel, equipment/goods to be used in performing the services, and associated timeline for each event.
 1. Home Football Games - Each football season JMU hosts 6-9 home games. The 2020 home dates are as follows: Sept. 5th, Sept 12th, Oct. 3rd, Oct 31st, Nov. 7th, Nov 21st.
 2. Home Men's and Women's Basketball Games – Each basketball season JMU hosts *approximately 30 home games total*.
 3. Commencement Ceremonies- Each academic year, JMU hosts a December and May commencement ceremony. For the 2020-21 year these are scheduled for December 19, 2020, and May 6-8, 2021. With the COVID-19 outbreak, the May 2020 Commencement is currently rescheduled for August 7-8, 2020.
 4. NCAA/CAA Postseason Competitions
 5. Concerts
 6. All other special events not listed above
- B. Describe your firm's experience in providing emergency medical services to higher education institutions comparable in size to JMU.
- C. Provide the name(s) and contact information of the individual(s) who will act as the primary contact for JMU. Contact information shall include e-mail, cellular phone, and/or pager number.
- D. Describe in detail the qualifications for the staff that would be assigned to perform services at James Madison University to include licenses, certifications, and resumes.
- E. Describe in detail how your firm will collaborate with JMU Athletics and other University personnel and provide recommendations for emergency medical services at future events.
- F. Describe your firm's plan for coordinating emergency response protocols with JMU Department of Sports Medicine for all on-field/on-court emergency situations at covered athletic events.
- G. Describe in detail your firm's invoicing process to include timeframe for submission to client after event.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

a. For Hardcopy Sealed Proposals Mailed, Express Mailed, or Hand-Delivered directly to the Issuing Agency:

- i. One (1) original and two (2) copies of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
- ii. One (1) electronic copy in WORD format or searchable PDF (CD or flash drive) of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 3.f. below.
- iii. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line items prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

b. For Electronic Proposals:

- i. One (1) electronic copy in WORD format or searchable PDF (DO NOT SUBMIT ZIPPED FILES AS THEY CANNOT BE ACCEPTED) of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 3.f. below.
- ii. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should clearly be named "*Redacted Copy*". The classification of an entire proposal document, line items prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. Offeror Data Sheet, included as *Attachment A* to this RFP.
4. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
6. Fees for professional services are NOT to be included in the original proposal submittal; however, firms selected for discussion may be required to furnish non-binding estimates of professional fees, including hourly rates, reimbursable expenses, and other miscellaneous charges.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

| | <u>Points</u> |
|---|---------------|
| 1. Quality of products/services offered and suitability for intended purposes | 30 |
| 2. Qualifications and experience of Offeror in providing the goods/services | 30 |
| 3. Specific plans or methodology to be used to perform the services | 30 |
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses | 10 |
| | <hr/> 100 |

- B. AWARD: The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of

the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this

contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
5. Health Care Practitioner: \$2,400,000 per occurrence, \$4,250,000 aggregate. Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* <https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/> §8.01-581.15.

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.

- b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 - 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 - 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

| | | |
|-----------------------|-----------|------|
| Name of Offeror | Due Date | Time |
| Street or Box No. | RFP # | |
| City, State, Zip Code | RFP Title | |

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. FUEL PRICE INCREASES/DECREASES: If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Gasoline

(WPU0571) category of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months of which statistics are available.

- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
 - 1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such

subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSB) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSB) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSB)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting

cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and

following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- U. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

- V. HIPAA – CONFIDENTIALITY AND RECORDS: The Contractor assures that information, data and records obtained during the performance of this contract, to include personal facts and circumstances related to patients, shall be considered confidential during and following the terms of this contract and will be stored and maintained in strict compliance with applicable state and federal laws, and, further, shall not be divulged without JMU's written consent and then only in strict accordance with said applicable laws. The Contractor shall hold all information provided by JMU as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this contract and/or within thirty (30) days of receipt of final payment for services, all materials, data, and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this contract and to satisfy the requirements of the contract, shall be provided to JMU in hard copy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data, and information and all electronically stored material, data, and information shall be expunged from equipment and systems retained by the Contractor.

- W. CONTINUITY OF SERVICES:
 - a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a

successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|--------|-------------------|---------|------------------------|
|--------|-------------------|---------|------------------------|

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

| Sub-Contractor's Name and Address | Contact Person & Phone Number | SBSD Certification Number | Services or Materials Provided | Total Subcontractor Contract Amount (to include change orders) | Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU) |
|-----------------------------------|-------------------------------|---------------------------|--------------------------------|--|--|
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(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

| | | |
|--|---|---|
| <u>Zone 1</u> George Mason University (Fairfax) | <u>Zone 2</u> James Madison University (Harrisonburg) | <u>Zone 3</u> University of Virginia (Charlottesville) |
| <u>Zone 4</u> University of Mary Washington (Fredericksburg) | <u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk) | <u>Zone 6</u> Virginia Commonwealth University (Richmond) |
| <u>Zone 7</u> Longwood University (Farmville) | <u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford) | <u>Zone 9</u> University of Virginia - Wise (Wise) |